

**INTERLOCAL AGREEMENT FOR OFFICE OF PUBLIC DEFENSE
INDIGENCY SCREENING AND ADMINISTRATION SERVICES**

THIS AGREEMENT, is entered into by and between Snohomish County, a political subdivision of the State of Washington (hereinafter referred to as County) and the City of Everett (hereinafter referred to as City), a municipal corporation of the State of Washington.

WHEREAS, RCW 39.34.180 provides that each county, city and town is responsible for the prosecution, adjudication, sentencing and incarceration of misdemeanor and gross misdemeanor offenses committed by adults in their respective jurisdictions, and;

WHEREAS, Chapter 39.34 RCW authorizes counties, cities and towns to enter into interlocal agreements with each other to carry out those responsibilities, and;

WHEREAS, the parties desire to enter into an agreement whereby the County will provide indigency screening services to the City to enable the City to carry out its responsibility for such prosecutions.

NOW THEREFORE, the County and the City agree as follows:

Section 1. Indigency Screening Services. The County, through its Office of Public Defense Program will provide the City with the following services for misdemeanors and gross misdemeanors committed in the City limits and charged either under City ordinances or State law:

- A. Interviewing Defendants. The County will interview defendants to determine indigency based on the criteria established in RCW 10.101.010.
 - 1.) Such interviews will be carried out at the Office of Public Defense (3000 Rockefeller, Everett), Monday through Friday during business hours, as well as at the Municipal Court at out of custody arraignments, and at the Snohomish County jail.

- 2.) Screenings shall be by referral of the court or at the request of a defendant.
 - 3.) The defendant will be notified at completion of the interview whether or not he or she qualifies for counsel at the City's expense.
- B. Appointment of Counsel. The County will appoint counsel for eligible applicants from a list of attorneys retained and compensated by the City. The County is not responsible for providing legal representation to indigent defendants under this Agreement.
- 1.) The appointed attorney will be notified of appointment through an attorney referral notification form to be developed under the Administrative Services provided under Section 2.
 - 2.) The City will be notified in writing, at the end of each month, which defendants were interviewed on the City's behalf and whether the defendant was determined to be indigent.

Section 2. Indigent Defense Administration Services. The County, through its Office of Public Defense Program will provide the City with the following indigent defense administrative services:

- A. Implementation and Oversight. The County will develop indigent defense assignment and caseload management procedures and efficiencies:
- 1.) Development and Oversight of communication sources for defense counsel, including:
 - a. case referrals;
 - b. conflict memorandum; and
 - c. caseload reports.
 - 2.) Development and Oversight of caseload tracking services for compliance with indigent defense caseload mandates;
 - 3.) Provide oversight and guidance for indigent defense and other criminal justice improvement recommendations;
- B. Contract Development. The County will develop contracts and provide contract management, including, but not limited to:
- 1.) Review and advice regarding contracts for indigent defense, ensuring compliance with indigent defense standards and efficiency;

- 2.) Provide guidance and advice on annual budget recommendations for indigent defense related to attorney staffing requirements and other mandates.

Section 3. Compensation. In consideration of the services provided by the County described in Section 1, the city shall compensate the County at the following rates:

- A. Indigency Screening. \$8,250 per month for one (1) full time Legal Coordinator to perform indigency screenings and referrals for assignment of counsel, as provided in Section 1.
- B. Administrative Services. \$4,250 per month for Administration Services as provided in Section 2.
- C. The County will provide the CITY for billing purposes a detailed monthly invoice listing each of the defendants interviewed
- D. Payments shall be made on a monthly basis. Payments shall be made within 15 days of receipt of invoice.

Section 4. Duration. This Agreement shall be in effect from January 1, 2018. The terms of this Agreement shall extend to December 31, 2018 and shall automatically renew from year to year thereafter unless terminated as provided in Section 5; provided, the County's obligations after December 31, 2018, are contingent upon local legislative appropriation of necessary funds in accordance with applicable laws and the Snohomish County Charter.

Section 5. Termination. This Agreement may be terminated by either party with thirty (30) days' written notice to the contact person specified in Section 9 of this Agreement. The City agrees to pay the County only for the cost of services rendered prior to the date of termination.

Section 6. Indemnification/Hold Harmless. Each party agrees to indemnify, defend and hold harmless the other party, its elected and appointed officials, officers, agents and employees from any and all costs, claims, judgments or awards of damages which may be made against them arising out of the performance of the activities described in this Agreement, to the extent of the negligence of the party, its officers, employees or agents.

Section 7. Records and Inspections. The records and documents with respect to all matters covered by this Agreement shall be subject to inspection, review, or audit by the COUNTY or the CITY during the term of this Agreement and for a period of three years after termination.

Section 8. Administration. The City and the County shall each designate representatives for the purpose of administering this Agreement, and each shall notify

the other in writing of its designated representatives. Each party may change its designated representatives upon written notice to the other.

Section 9. Notices.

A. County Notice. All notices required by this Agreement to be given to the County shall be made in writing and personally delivered or sent by registered mail to the Executive of the County at the following address:

Snohomish County Office of Public Defense
3000 Rockefeller, M/S 209
Everett, WA 98201

B. City Notices. All notices required by this Agreement to be given to the City shall be made in writing and personally delivered or sent by registered mail to the Court Administrator at the following address:

Everett Municipal Court
3028 Wetmore Avenue
Everett, WA 98201

Section 10. Property. No property shall be acquired for joint use pursuant to this Agreement.

Section 11. Modification/Amendment. This Agreement may not be modified orally. Any amendment or modification of this Agreement must be made in writing with the same formalities as are required for execution of this Agreement.

Section 12. Entire Agreement, Waiver of Default. The parties agree that this Agreement is a complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. The waiver of any default by either party shall not be deemed as a waiver of any subsequent default. Waiver of a breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

Section 13. Severability. If any provision of this Agreement is found to be invalid or contrary to law, the remainder of this Agreement shall not be affected thereby.

IN WITNESS WHEREOF, the County and the City have executed this agreement by subscribing their names as follows:

"County"
SNOHOMISH COUNTY

"City"
CITY OF EVERETT

SUSAN NEELY
Executive Director
Susan Neely 1-11-18 for
COUNTY EXECUTIVE Date

Ray Stephenson 11/8/2017
MAYOR Date

ATTEST:

Cara E. Salmer 11/11/18
Date

ATTEST:

Sharon Jull 11/8/2017
City Clerk Date

Approved as to Form:

[Signature] 11/6/17
Deputy Prosecuting Attorney Date

Approved as to Form:

[Signature] 11-3-17
City Attorney Date

COUNCIL USE ONLY	
Approved:	<u>1-10-18</u>
Docfile:	<u>D-3</u>

Agreement

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

#10

PROJECT TITLE:

Interlocal Agreement for
Office of Public Defense
Indigency Screening and
Administrative Services

☒ Briefing
☐ Proposed Action
☐ Consent
☐ Action
☐ First Reading
☐ Second Reading
☐ Third Reading
☐ Public Hearing

COUNCIL BILL #

Originating Department

Contact Person

Phone Number

FOR AGENDA OF

Legal

David Hall

425-257-8624

Oct. 18, 2017

Initialed by:

Department Head

CAA

Council President

[Handwritten initials]

Location

Preceding Action

Attachments

Department(s) Approval

Amount Budgeted	-0-	
Expenditure Required	150,000	Account Number(s): indigent defense program
Budget Remaining	-0-	
Additional Required	-0-	

DETAILED SUMMARY STATEMENT:

Under this agreement the Snohomish County Office of Public Defense will screen all municipal court defendants requesting appointment of a public defender at City expense to determine eligibility under state indigency guidelines. OPD will also provide certain administrative services, including tracking appointments to ensure compliance with state requirements, reporting, and development of necessary documents and protocols. The term of the agreement is one year, with the option to renew annually. The cost is \$12,500 per month, i.e., \$150,000 annually.

RECOMMENDATION (Exact action requested of Council):

Authorize the Mayor to execute the Interlocal Agreement for Office of Public Defense Indigency Screening and Administrative Services.

Council approved 10/18/17